

EXHIBIT "D"

**EVANS & PETREE<sub>PC</sub>**

ATTORNEYS AT LAW

1000 RIDGEWAY LOOP ROAD, SUITE 200

MEMPHIS, TENNESSEE 38120

PHONE: 901.525.6781 • FAX: 901.521.0681

www.evanspetree.com

MICHAEL R. MARSHALL  
MMARSHALL@EVANSPETREE.COM

DIRECT DIAL: 901.521.4563  
DIRECT FAX: 901.374.7495

March 20, 2008

Mel Scheuerman  
125 North Main, Room 554  
Memphis, TN 38103

Ted Fox  
160 North Main, Suite 801  
Memphis, TN 38103

Wink Downen  
201 Poplar, Suite 718  
Memphis, TN 38103

**Re: Memorandum of Understanding by and among the Shelby County 911  
Emergency Communications Board; the City of Memphis, Tennessee; Shelby  
County, Tennessee; and the Shelby County Sheriff for a Combined Emergency  
Communications Facility**

Dear Gentlemen:

Please be advised that this office represents the Shelby County Emergency Communications District ("District") as its general counsel. This communication has been directed and approved by the Board of the District.

As you know, the parties entered into a Memorandum of Understanding for the purpose of constructing a combined Emergency Communications Facility ("Facility") on May 19, 2004 (the "MOU"). The MOU contemplated that the construction of the Facility would cost no more than \$30 million, that the Facility would be operational no later than November of 2007, that Shelby County and/or the City of Memphis would assist in financing the bonds required to build the Facility, and that the parties to the MOU would house their emergency call takers in the Facility.

Unfortunately, both the City and the County have declined to assist in the financing of the Facility, making the building of same impractical and non-feasible for all of the parties

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involved. Specifically, it would be virtually impossible for the District to issue \$30 million worth of bonds on its own. It is certain that \$30 million would not be nearly enough to build the Facility at this time. Also, the District has been informed that the parties have made other arrangements for housing their respective call takers. These arrangements make the building of the Facility largely pointless at this time.

Accordingly, notice is hereby given that the District is terminating its obligations under the MOU, pursuant to §7.02 contained therein, as a result of the failure of the other parties to comply with its terms. This notice is given without prejudice to any of the rights that the District may have against the other parties to the MOU for funds previously expended by the District in furtherance of construction of the Facility.

The District looks forward to continuing to work with Shelby County, the City of Memphis, the Sheriff's Department, and all of the other entities and departments that it supports in building a strong and effective emergency communication network in Shelby County. Our commitment to the safety and welfare of the citizens of Shelby County continues, and we look forward to partnering with you in the future to help ensure their well-being.

Sincerely,  
EVANS & PETREE

  
Michael R. Marshall

Cc: Brian Kuhn, Esq.  
County Attorney

Elbert Jefferson, Esq.  
City Attorney

Raymond Chiozza  
Director, Shelby County ECD

Henry Brenner  
President, Shelby County ECD Board